

MAINE FARMER

AND JOURNAL OF THE USEFUL ARTS.

BY WILLIAM NOYES.]

"Our Home, Our Country, and Our Brother Man."

[E. HOLMES, Editor.

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THE FARMER.

HALLOWELL, TUESDAY MORNING, JULY 18, 1837.

Wire Lightning Rods.

We have often wondered why lightning rods as preservers of buildings from the effects of lightning, were not more often attached to buildings than they are. There can be no doubt, that if thoroughly and properly prepared, they will always prevent the lightning from doing damage. Perhaps one reason may be, the not fully understanding how to erect and secure them, and perhaps the expense may be another reason why we do not see them attached to buildings more frequently. The usual form of them, is in that of an iron rod, say half an inch or an inch diameter. This is generally put up so as to be above the top of the highest part of the building, its upper end sharpened to a point, and its lower end thrust into the ground. As it is not very easy to get a rod of this size sufficiently long in one piece, several are often taken, and merely put one upon another, and held in this position by wooden clamps. This is a dangerous mode. The clamps get rotten, or are moved out of the way by the winds or some other cause, and the rods either do not touch at all or but slightly, and the continuous surface, necessary for conveying the electric fluid down, is interrupted and may, and often does lead to disastrous consequences.

The amount of surface which such a sized rod (half an inch in diameter) will protect, is said by electricians to be 40 feet square. As to this last point we know nothing from experience. We know however that buildings are often struck that have rods attached to them, either because the rod was improperly put up, or because they were not sufficiently large to convey the whole of the bolt that fell upon it. It is a fact which can be easily demonstrated that the amount of electric fluid which any conductor will retain or suffer to pass, is directly as the amount of surface which it contains and not its solid contents. Thus, a tin cylinder applied to an electric machine, will receive or retain, or suffer to pass through it as much electric fluid as will a solid cylinder of iron of the same diameter.

This fact may be of use to guide in erecting conductors for lightning.—A strip of tin or sheet iron, having the same amount of surface, will answer just as well as a solid rod of iron. It may not stand as permanently or last as long; but while it does stand, and retain the amount of surface unimpaired, it would protect as much space as the solid rod. A rod one half an inch diameter will give a fraction over an inch and a half of

surface. Now a strip of sheet iron three quarters of an inch wide will afford very nearly as much surface as the rod, and of course carry down as much fluid from the clouds, and at the same time be less expensive. The only objection is lack of durability. But the same protection can be effected by means of wires which may be grouped together—may be found of sufficient length, and may be more conveniently erected and attached than the common rods. Suppose you take two wires, each a quarter of an inch diameter, the amount of surface will vary but little from that of the solid half inch rod, and we are inclined to think may be obtained cheaper, at any rate may be had in one piece, can be easily put up and fastened. Four such wires will give double the surface. An English writer recommends the following plan which he has adopted. He takes four wires, each one fifth of an inch diameter. These, says he, should be bound together by copper rings. This compound rod should extend several feet above the highest part of the buildings, and at the top each wire should branch out at an angle of 45 degrees and end in a point. The rod should be fastened to the building by wooden clamps.

At two feet from the ground, it should incline outwards and on entering the earth each wire should branch out again and terminate in a moist situation. In order to preserve the rods from oxidation or rusting, he recommends that before they enter the ground they should pass through a cylinder of zinc.

We have no doubt that the above plan is preferable to the common one now in use. If the building is large there should be more rods of them put in different parts.

The above writer goes so far as to suppose that an extensive multiplication of them, in fields, would materially affect the growth of the crop for the better, by producing a change in the state of the air. No one we presume can deny the position, for we are not aware that it has been tried. It is well known, however, that Electricity has a great influence on vegetation, and a more perfect knowledge of its laws in this respect is very desirable.

GREEN PEAS. Our friend Folsom, of Monmouth, who has been heretofore so successful in raising early field peas, brought them to market this year on the 24th of June. Pretty well, for this cold climate, and this cold season.

EXTRACTING THE OIL FROM WOOL. For many purposes it is well known that it becomes necessary to free wool from the oil or grease which it may contain. For doing this, many plans have been adopted. The wool, after being cleaned from dirt, is soaked in pure spirits of turpentine. This dissolves the grease. The wool is then subjected to great pressure, & the oil thus pressed out. In large establishments the oil and turpentine is put into a still, the oil of turpentine distilled over, for further use, and the grease which remains behind used for soap making.

PUT IN THE TURNIPS. We cannot let the time pass without giving you another hint on the

turnip crop. It is now pretty certain, that, in this section at least, the crop of grass will not be uncommonly large. Turnips and straw will give your cattle a good living—if they can have enough of it. It will be well therefore to forelay a little. It is not yet too late for English or flat turnips, and it will be well to put them in liberally, and at the same time, be looking round and making arrangements to get a straw-cutter for use next winter.

BURYING POTATOES TO PRESERVE THEM THRO' THE SUMMER. It is well known when planted, that the deeper potatoes are buried, the longer they are in vegetating. An experiment was once tried in France, by burying potatoes three and a half feet deep, where they were preserved two years and came out sound and good. They were probably not buried as is common in this country—by pouring a large lot into a hole and then covering, but mingled with the earth and pressed down, as in planting. Three feet and a half would not be deep enough to preserve them effectually from the frost in this country, if they were to remain during the winter.

But might they not be buried in this way in the spring, and dug out occasionally for use during the summer? It would cost but little to try it.

MURDERING THE KING'S ENGLISH. Of all murderers of the King's English, Printers are the most guilty. They make us Editors, who are not over careful at the best, hold strange talk. Thus, in our last number we were made to talk about scalding hot water, and *Training* Agriculturists—verily our readers must take us as we mean, and not as they make us say.

EARLY POTATOES. Extract of a letter from the Hon. John O'Brien, Warden of the State Prison, to the publisher, dated Thomaston, July 10, 1837.

"On the 4th of July we had new potatoes of a good size. They were raised here on the Prison lot, without the aid of hot beds or any stimulating manure other than they were planted on sods which were taken from the surface of the ground, thrown into a row, elevated some six or eight inches above the common surface."

ORIGINAL COMMUNICATIONS.

A Disease in Sheep.

MR. HOLMES:—I last spring had a sheep die. All the fall and winter previous my sheep have been healthy, and the one I have mentioned was the only one that I had lost at the time of her death. She was three years old, in good flesh, and as good a sheep as any in my flock. The symptoms were as follows.

One morning it was discovered that she ate nothing, and when she attempted to walk she staggered and went to the right, so much so that she kept turning round. I cut one of her ears so as to bleed her considerably.

She appeared to be nearly blind. The same day I gave her a portion of salts, being the only physic at hand. The next day, another. A trembling of the whole body was apparent nearly the whole of the time. The mouth was about natu-

ral, as to heat. Still she continued without appetite, but could walk better, and I had hopes of saving her life. At night after this, I turned her out of doors with the rest of the flock; in the morning she was travelling about with them. I caught her with but little difficulty, yet it caused her to use some small degree of exertion. I then carried her into the barn, when she immediately died almost without a struggle. She never even stretched herself out. I pulled the wool and it came hard, and there was no appearance of rot, judging by the color of the skin. I opened and examined her. The bladder had little or nothing in it, and appeared very small. The gall bladder was small with but little in it. I found one side of the heart soft, thin, and the muscular part almost perished. The brain had no watery substance in its cavities. The skull was filled with the brain, which was rather dry than otherwise; and contained a whitish substance which I thought was different from other parts but might be mistaken. The blood was not watery and was considerable in quantity. I have heretofore had sheep die whose hearts had the same wasted appearance with other symptoms of the rot, and I have called it misplaced rot. There was little or no appearance of any disease which I have not mentioned. You, Mr. Editor, who have been educated to examine diseases and to reason from cause to effect, may not be at a loss to what class of diseases to attribute the death of my sheep. Your opinion as to the cause of the death of my sheep may be of use to the public, and would be pleasing to me. Yours, &c.

ELIJAH WOOD.

P. S. There were no worms in the head.

NOTE.—The facts mentioned by our correspondent are somewhat singular. We have been furnished by him heretofore with specimens of diseased and wasted hearts of sheep that have died with all the symptoms of the rot. In this case it must have been purely and entirely an "organic disease of the heart." We wish it had been ascertained previous to the death how the pulsations were, whether regular, or interrupted and irregular, as in the human system when troubled with an affection of that organ, and as death often takes place suddenly in the human patient from this disease, we think the above a parallel or similar case.

ED.

Harvesting Wheat---The Cradle.

MR. HOLMES:—The wise and liberal encouragement given by this State to the farmers, to bring into view its ability to furnish bread for its population, has been well received, and will probably produce the end proposed—free the State from the annual expenditures probably of 900,000 to 1,000,000 of dollars, according to the season, for the purchase of flour.* The importation has drained our country of specie, or its equivalent, has misapplied its labors, and diverted it from that channel, so essential for the supply of food for our existence, to other less profitable objects.

It is the purpose of this communication, to offer

* It is estimated that in the last year about 20,000 barrels of flour has been brought into and through Hallowell, Augusta and Waterville, for the consumption of the Counties of Kennebec and Somerset, containing a population of 62,377. These two Counties may be considered as agricultural, and needing a less supply on an average than the whole State, but if we make our estimate from this, the population of the State being 475,451, will take 150,000 barrels for its support, which at \$10 per barrel is equal to *one and a half million of dollars*. In common seasons the price of flour, and of course the expenditure, would be under this valuation of 10 dollars.

to the growers of grain, but particularly of wheat, a mode of reaping it, which may save a sum equal to, if not greater than, the bounty offered by the State.

It must be evident to harvest such an increased quantity of wheat, as from present appearances will be grown this year, will take more labor than may at first be supposed; and must enhance the price of labor, or cause the wheat to be reaped out of season, to the material injury in the quality, and also a loss in quantity from what will be shed in the act of reaping and housing it. Let us suppose the bounty to amount to 96,000 dollars, and that 6 cents per bushel as the amount of bounty, there will be 1,600,000 bushels, and it will take 160,000 days work to reap them with the sickle; allowing 20 bushels to the acre, and that half an acre is reaped with the sickle. The proposed saving is by substituting a scythe, with a bow or cradle on the snaith, instead of the old fashioned heavy cradle over the scythe. With this scythe a good mower will reap two acres in a day with more ease than the half acre with the sickle. The labor in this case saved will be 120,000 days, which must exceed the bounty to be paid, and from my own experience for 6 years, the wheat can be placed in the best state for gathering and binding.

The scythe so fixed is described as follows:

1st. The preparation of the snaith.

1. A staple is to be inserted in the inner part of the snaith, about 4 1-2 inches above the ring that secures the scythe.

2. A hole is to be made through the snaith from the upper part of it, about 3 inches above the ring, this is for the upright stake or staff, that supports the bow.

3. Another hole is to be made in the upper part of the snaith to receive the smaller end of the bow. This should be about 23 inches above the other hole.

2d. The Staff is

4. To be made of a stiff stick, as it is to give strength to the bow, and enable it to support the weight of the grain. In wheat the top should be as high as the lower end of the ear, in oats a little higher.

3d. The bow

5. Is to be made of a supple but tough twig.

6. The larger end 3-4 of an inch in thickness. This end may be reduced a little, and then put into the staple No. 1.

7. Then secure on the heel of the scythe, bend it upwards, making the bow project about 6 inches beyond the heel or back of the scythe, then bend it over to the top of the staff, into a crotch, left to receive it, then the small end is to be secured in the hole 3 next the nib.

8. There is a space between the staff and the swell of the bow, through which the grain may pass. To prevent this a string is to be used. Tie the end of it to the lower part of the staff, then pass it to the middle of the swell of the bow, secure it there, and then pass it to the top of the staff, and secure it there.

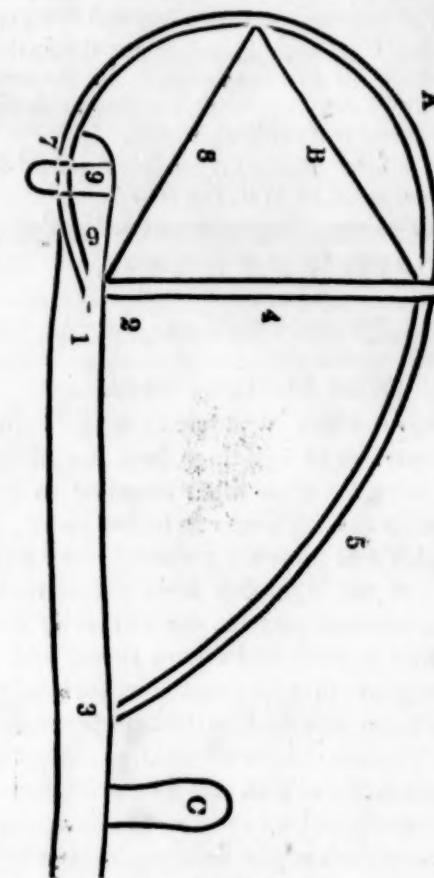
A short trial will regulate a man's practice in the use of the above. If he is a good mower and can leave a snug swath, and not leave scattering grass on the ground where mowed, he will make a good reaper. At the end of the strokes in cutting the grain, there should be a slight elevation of the heel of the scythe, and a little cant in withdrawing of the scythe. This course will leave the grain in a good state for gathering and binding, and as good as when reaped with a sickle.

To this I add my practice in binding the sheaf. The English use the grain for bands, but whatever is used, the practice is to prepare the bands, then rake up together what is needed for a sheaf, and

take the ends of the band in each hand, lay the band on the top of the grain, pass the hands under it, until they meet, turn the grain up, and secure the band.

I have been informed this has been a practice in some part of Connecticut, and that one good hand will bind as fast as one can reap with the sickle.

In England, where division of labor has been so profitable, a boy makes the band, and a man binds the sheaf as fast as one man will cut down the grain. I never made the comparison, but am satisfied this is a quicker mode than the old one.



No. 1—Staple in the Snaith.

" 2—Hole for Staff.

" 3—Hole for small end of bow.

" 4—Staff.

" 5—Bow

" 6—Large end of bow.

" 7—Where secured to the heel of the scythe.

" 8—Strings to prevent the grain from passing through.

" 9—Ring.

CH'S VAUGHAN.

Hallowell, July 14, 1837.

Warren's Washing Machine.

MR. HOLMES:—As a friend to improvements, in anything where labor can be saved, permit me to call the attention of your readers to a certain Machine which I have recently seen in operation, for washing clothes. This Machine is the invention of DAVID WARREN, of Winstrop;—it has been in constant use in many families for more than a year, to the satisfaction of all who have made use of it.

This Machine has the advantage over all others for many reasons. 1st. It is very durable. 2d. It is very easily operated. 3d. It saves about one half the soap that is generally used. 4th. It wears the clothes much less than in washing in any other way. It may be operated by men, women, boys or girls, to advantage. I would advise every man who has a wife, for whom he has any regard, to purchase one of these machine, get up every Monday morning, or rout the boys out, (if he has any,) and wash the clothes, and thereby save much of that hard labor which women usually perform. He can do this just as well as not; and no longer make a slave of woman. And if he cannot so far conquer "Lawrence," as to compel him to get up and help wash—let him buy one for his wife,—she can do her washing with about half

the labor she now expends, and in about half the time. This machine ought to be used in every family where there is two persons to wash for, from Maine to Georgia. Come, gentlemen, what say you to this?—will you make a slave of woman—that “weaker vessel,” your companion—“Heaven’s last best gift to man?” Methinks I hear you answer, “No!” Then go about the work of reform—apply to Wm. H. Lord, of Winthrop, and procure a machine immediately, and commence the good work in earnest, and you will exonerate yourselves from all suspicion.

REFORM.

Hallowell, July 11th, 1837.

Facts and Observations respecting the Grain Worm, and the preparation of Seed Wheat.

Mr. HOLMES:—Every thing that I can communicate on the subject of wheat, that you may think important, I will take the liberty to do through the columns of your useful paper. I hail the day when your paper was established as one all important to the Agriculture of Maine, and I am in hopes that the balance in regard to breadstuffs here, will be on the other side of the ledger in a few years. When I look upon what the State Legislature has done, I think I have reason to expect better days, not only for bread, but for every thing else.

A writer in the Farmer thinks that he has preserved his wheat from the ravages of the grain worm, by thoroughly cleansing the seed by means of a sieve made for the purpose, and sifting about a pint at a time. Another writer is of opinion that he saved his wheat by pounding a bushel of unslaked lime and sowing it on an acre. Another writer says that his wheat was much eaten, and he cut it and got it in green, and the heat of his wheat hatched the fly in the fall, and thousands were to be seen in all directions and on the roof of his barn; and that he observed the same fly on his dung heap, in the spring.

I have sifted my seed wheat for a number of years, and washed it in a manner described by you in one of your numbers; limed it and let it lay in lime a day and a night before sowing, and I was not troubled with the grain worm during the last, nor in any former years, while my neighbors’ wheat was much injured. I raised 150 bushels of good, clean, sound wheat, free from the grain worm. I sowed on it five or six bushels to the acre of leached ashes, after it was up.

I am told that Mr. Philbrick, of this town, sowed two pieces last year, separated from each other by a three rod road,—one was eaten and the other was not. I was told that the same took place in Lewiston, in 1835, by Mr. John Blaisdell of that town. I am told that James Curtis, Esq. of this town, purchased wheat to sow of Mr. Armstrong, which had been some eaten in 1835, and sowed it, after thorough cleansing, and raised wheat in 1836, free from the worm.

Mr. Editor—what are we to learn by the above facts? I learn, 1st. That the grain worm, or the fly that causes the grain worm, does not ramble enough in one year to cross a three rod road, but is spread or communicated by manure.

2d. That it has been a number of years in coming from the South to this region.

3d. Cleanse your wheat and manure entirely, and you have few or no grain worms.

4th. That the remedy to be used as a preventive is just what we ought to use, if there was no grain worm in the world.

ELIJAH WOOD.

Winthrop, 1837.

The Wire Worm.

Of all the insects that prey on the labors of the husbandman, there are few that make more serious

inroads on his prosperity, or contribute more effectually to lessen his profits, than the one whose name is placed at the head of this article. The wire worm is the larva of a species of the genus *Elater* of Linneus; a class of insects known by the familiar name of snapping bugs, so called from the power they possess of throwing themselves into the air, when placed on their backs, and thus regaining their feet, which on a smooth surface they would otherwise be unable to do.

The bugs occur on flowers, on various plants, and on the grasses; and deposit their eggs near the roots of plants where they find their way readily into the ground and there remain in the larva state for a longer or shorter time according to the species, preying on the roots of such plants as constitute their food. It is in this state that they do the mischief which renders them such a pest to the farmer. The *Elater* appears partial to grass lands, and hence such are the most infested by the larva. It is on newly turned pasture or meadow lands that crops of corn, or grain, are the most liable to suffer.

According to Wilson, the name of *wire worm*, bestowed on the larva of several species of *Elater*s, is more specifically applicable to that of the *Cataphagus lineatus* of Stephens. Its habits have been carefully examined by Mr. Bierkander of Sweden, who calls it the *root worm*. “The body is very narrow, of a yellow color, hard, smooth and shining, and composed of twelve segments, on the last of which are two indented dark colored specks. The head is brown, the extremity of the jaws black. It is said to remain five years in the larva state, from which it issues as an *Elater*, the *E. segetis* of Bierkander, synonymous with the *E. Lineatus* of Linneus, and the insect above named of Stephens.” The anterior segments have six feet, and with the aid of these and its scaly head it burrows in the ground with great rapidity.

Great damage is often occasioned by the wire worm to the turnip crops in England, farmers being sometimes compelled to sow their land as many as two or three times, the first plants being entirely devoured. “In the year 1813, according to Mr. Spence, this larva destroyed the greater proportion of the annuals sown in the botanic garden of Hull. In such cases Sir Joseph Banks recommended that pieces of potatoes stuck on sharpened sticks, should be placed in the ground near the seeds, and examined and cleared of the wire worms that would adhere to and feed upon them from time.” The larva *E. striatus* attacks the roots of wheat, and like those of the other species where they abound, are in some seasons productive of immense damage to the farmer.

In this country the only one known to produce serious injury, is the larva of the *E. lineatus*, and the damage has hitherto been principally confined to corn, a crop scarcely known in England, and of course never taken into account when speaking of this insect. As the culture of the roots extend, its depredations in that way may attract attention, but now it is hardly known except in connection with grass or corn; and here it is frequently terribly destructive. In dry seasons we have seen large portions of pastures or meadow land, the turf of which, loosened by the roots being entirely cut off, might be rolled up like a carpet of any required size, and the number of the worms collected in such places was such as to defy calculation. Corn it attacks as soon as it is put into the ground, or begins to swell and sprout, and rarely leaves a plant till it dies, when it shifts to a new and fresh one. A friend of ours last year turned over a piece of meadow land, rolled it smooth and planted it with corn. It was soon assailed by the worm, plats of several rods square were entirely destroyed: while the whole piece was more or less injured. In some of the hills or corn, as many as twenty or twenty-five worms could be found at once, preying on the roots, penetrating the stalk below the surface of the ground, and thus in both ways rapidly exhausting the vital juices. As the ground was very rich, and the small quantity that grew the last year could have had no effect in exhausting the soil, after receiving a thorough ploughing the land has been again planted, but present appearances indicate with no better success than before. The hills are already full of worms, and in many instances examination shows that each root or shoot as fast as they appear are totally demolished.

The wire worm is the most difficult to destroy

of any insect the farmer is called to encounter. Deep in the earth among the roots on which he preys; carefully avoiding all approach to the surface or exposure to the light, possessing the power of moving with the necessary rapidity in the loose soil: he is rarely noticed, or his presence detected, except by the ravages he commits. The cut worm, with which the wire worm is by some confounded, is sometimes very destructive, but his operations are carried on above ground, and he is easily detected and despatched. Clumsy in his movements, and penetrating the earth with difficulty, the cut worm is very unlike the smooth wire worm, which when brought to the surface again buries himself almost instantly. The cut worm undergoes his transformation it is believed within the year; the wire worm continues in his destructive state for four or five years.

Various applications have been recommended to destroy or drive away this voracious predator; but little reliance can be placed on any we have seen tried, that would not destroy the plants also. For ourselves we should place the most dependence on ploughing late in the fall, the land intended to be cultivated the ensuing year. After the wire worm has committed his summers eating, as the cold weather comes on he becomes torpid, and remains in this state till spring. If while in this state he is thrown out of the ground where he is exposed to the severe frosts and vicissitudes of the season, he must perish, and this exposure is more surely effected by ploughing late in the fall than in any other way.—*Gen. Farmer.*

To destroy Insects on Vines.

A gentleman informs us that he put Tan (tanner’s waste) around his vines, covering the hill with it, and found it an excellent remedy against the ground flea. He put the tan on every second hill and found that it saved the vines, while those not protected in this manner were much eaten.—He thinks that the tan will be a protection against the yellow bug. He finds advantages in putting tan around his vines besides that of preventing the depredations of insects. The tan retains the moisture, and those hills on which it was put are considerably the largest.—When water or suds are applied, the tan will hold it and cause it to run into the ground, when without the tan, if the ground be very dry, the water will run off instead of soaking into the ground. It remains to be seen whether tan, though at first beneficial, proves to be favorable to the growth of the vines through the season. As the greater part of the *gallie acid* is extracted from the bark in the vat, that which remains would not be likely to injure vegetation in the small quantity necessary to be used as a protection to vines.—*Yankee Farmer.*

Sow Turnips.

Turnips are valuable for stock, as they keep creatures in a much better condition than when fed on dry fodder. And besides the advantage of keeping stock in superior condition, turnips save fodder and should on that account be raised in abundance by every farmer.

Every vacant spot should now be set with cabbage or ruta baga plants, or sowed with the English or Garden-stone turnips. When there is a hill of cucumbers, squashes, or the like wanting, these things should be put in. Sow turnips seed among early peas and beans. The vines can be reinvited in season to make room for a crop of turnips. Plough up a piece of mellow green-sward, turning the turf completely over, then spread on manure and harrow it in, or first cross plough it above the turf, and then harrow it till it is mellow and sow on the seed. In this manner turnips may be raised at a small expense and the land greatly improved. Such land will be in good condition for wheat next spring, by ploughing with a small plough so as not to disturb the turf.—*Ib.*

TO DESTROY ST. JOHNS-WORT. M. Paine advises us, that he has fully succeeded in destroying this noxious plant, by cutting and burning the plants, thus destroying the seed, and then dressing the grounds with a good coat of plaster. The effect of this mode of treatment was, that where there was but little grass before, he obtained a heavy crop, and there was scarcely a stock of the St. Johns-wort to be seen. He advises sowing plaster early.—*N. Y. Cultivator.*

LEGAL.

QUESTION.—“If a town pass a vote that is contrary to law, are the Selectmen bound to carry that vote into effect, knowing it to be illegal?”

Certainly not. They are bound to respect and obey the laws in the discharge of their official duties, and if a vote is passed imposing upon them a duty which they know to be contrary to law, they are not only excused from the performance of that duty, but are bound not to carry that vote into effect.

Towns derive all their capacities, powers and duties from legislative enactments, and their acts must conform to the laws by which they are created and are to be governed, or they will be void. Our Supreme Court have quoted with approbation the following principle: “It is important that it should be known that the power of the majority over the property, and even the persons, of the minority, is limited by law to such cases, as are clearly provided for and defined by the Statutes, which describes the powers of these Corporations.” They were considering the power of towns to make a certain contract and assess and collect a tax to fulfil that contract. They decided that the town had no right to make such a contract, and that the tax raised to fulfil it was illegal. Now it is too absurd to suppose, because a majority pass a vote raising money for which they are not authorized, that the assessors are bound to assess the tax, when the same tax cannot be collected.

We suppose the same principles would apply to Selectmen in the question put to us, with those laid down by the Court in the Case of Hooper vs. Emery and al. already published in our paper. The Court near the close of their opinion say: The Plaintiff contends, that the defendants have no right to set up this defence, and that it cannot avail them, it being their duty to obey their instructions, whether the town had or had not a legal right to devide the money agreeable to the vote.

It is true they are but trustees, and have no property in the fund in their own right. But trustees in the execution of their trust are neither required nor permitted to violate the laws. It is sufficient for them to show that the act required of them is an illegal act.

The time for hay-making is at hand, when labor usually commands a higher price than at any other season of the year. For this reason, men employed who have not moral principle to govern their conduct, will leave their employers, and often subject them to great inconvenience. This is not right. When a farmer makes a fair contract with another man to labor for him during the season, at a stipulated price, and he works until wages rise, and then leaves him, simply because he can do better, he ought not, nor can he, either morally or legally, compel the farmer to pay full wages for the time he has worked.

The laborer is worthy of his hire, and far be it from us to deprive him of the earnings of honest industry. But farmers have rights and they ought to be protected in their enjoyment. We have so frequently heard complaints made of hands leaving their employers just as haying commenced, and claiming their wages notwithstanding they have failed to fulfil their contract, that we have thought it would be beneficial to our subscribers to quote the Case of Stark vs. Parker, in which the rights of parties are discussed by the S. J. Court of Mass. and so settled that our own Courts have recognised the decision as good law.

JOHN STARK vs. THOMAS PARKER.

When A agreed to work for B a year for 120 dollars, but before the expiration of the year voluntarily left B's service without any fault on the

part of B and against his consent, it was held that the contract was entire; that A must perform the whole year's service as a condition precedent to his right to recover any thing under the contract; and that he could not renounce the contract and recover on a *quantum meruit*.

This was an action of *indebitatus assumpsit* bro't to recover the sum of 27 dollars, 33 cents, as a balance due for services rendered by the plaintiff on the defendant's farm. Plea, the general issue.

At the trial in the Court of Common Pleas before Strong J. the defendant admitted that the plaintiff had performed the service set forth in the declaration, and for the price therein stated, and that he, the defendant, had paid him from time to time, before he left defendant's service, money amounting in the whole to about 36 dollars, and on account of his labour, but the defendant proved that the plaintiff agreed to work for him a year, for the sum of 120 dollars, and that he, the defendant, agreed to pay him that sum for his labor. He also proved that the plaintiff voluntarily left his service before the expiration of the year, and without any fault on the part of the defendant, and against his consent.

The judge thereupon instructed the jury, that the plaintiff would be entitled to recover in this action a sum in proportion to the time he had served, deducting therefrom such sum, if any, as the jury might think the defendant had suffered by having his service deserted; and if such sum should exceed the sum claimed by the plaintiff, they might find a verdict for the defendant.

The jury having returned a verdict for the plaintiff, the defendant filed his exceptions to this instruction.

The Court now called on the counsel for the plaintiff to begin, as he was to contend for what seemed to be a new principle.

H. H. Fuller, for the plaintiff. It is true we are contending for a principle which has not been expressly decided in our books; it is however an equitable principle, that although the plaintiff has not performed the contract in full, yet if he has performed a beneficial service, he should recover a compensation, making a deduction for the inconvenience suffered by the other party from the contract's not being fully performed. And this principle ought particularly to be applied to the case of a hiring to labor, in which the personal comfort and convenience of the laborer are so much concerned. Where the contract is for the delivery of articles, it would be of less consequence if all the articles were required to be delivered before any part of the compensation should be demanded. In such a case, however, if part of the articles are delivered and accepted, a *pro rata* compensation is allowed. And we say here, that every day's service which the hirer permitted was an acceptance of so much. The plaintiff expected to perform the labor before he should be paid for it, but it was not a condition precedent that he should perform the whole before he should be entitled to payment for the part actually performed. That could not have been the intent of the parties, for no laborer would make such a contract unless he were imposed upon, and the payments made from time to time prove that the defendant did not so understand it. And if such was not clearly the intent of the parties, the Court will lean against giving such a construction to the contract. When a contract is entire and no benefit can result from a part performance, the law no doubt is that it cannot be apportioned. If the principle we contend for is established, the laborer will not be disposed to break his contract, since he must answer for the injury sustained in consequence of it by his employer; but on the other hand, if it is not established, the employer will have an inducement to make the laborer's situation uncomfortable towards the end of the term of service, in order that the laborer may leave him and forfeit his wages.

Burn v. Miller, 4 Taunt. 745; Ritchie v. Atkinson, 10 East. 295; Locke v. Swan, 13 Mass. Rep. 76; Boon v. Eyre, 1 H. Bl. 273, note; Stevenson v. Snow, 3 Burr, 1237; Farnsworth v. Gerrard, 1 Camb. 38; Champion v. Shart, *ibid.* 53; Barker v. Sutton, *ibid.* 55, note; Fisher v. Samuda, *ibid.* 190; Guy v. Gower, 2 Marsh. Rep. 275; Com. Dig. Action, F. 2. In Taft v. Montague, 14 Mass. Rep. 282, and Faxon v. Mansfield & Tr. 2 Mass. Rep. 147, the Court proceed on the ground that no benefit had been received. The case of the Countess of Plymouth v. Throgmorton, 1 Salk. 65, will not be considered as law here. In Cutler v. Powell, 6 T. R.

320, where the plaintiff's intestate was to have 30 guineas, provided he continued to do his duty for the voyage, but he died during the voyage, there was an express condition precedent in writing; but even there, if it had been proved to be the custom of merchants to apportion such a contract, the court would have done it, notwithstanding the written agreement. In the present case there is no writing. The contract rests entirely on parol evidence. There is a *dictum* of Lawrence J. in the case just cited, that a servant, though hired in a general way for a year, shall be entitled to his wages for the time he serves, though he do not continue in the service during the whole year; and this seems to be considered as law by the elementary writers. 1 *Comyn on Contr.* 229; *Abbot on Merchant Ships, &c.* (Amer. ed.) 480, note; *Ex Parte Smyth*, 1 Swanst. 350, note a.

To show that the action was properly brought upon an implied promise of the defendant, he cited Robson v. Godfrey, 1 Holt's N. P. Cas. 236; Wheeler v. Board, 12 Johns. Rep. 363; Weaver v. Bentley, 1 Caines' Rep. 47.

B. Sumner, for the defendant. The promises to serve and to pay were entire and dependent, and the performance of the whole year's service was a condition precedent. If such a contract can be apportioned in the manner contended for by the plaintiff, it must be in a case where he has failed to perform the whole service without any fault on his part. Here there was an express contract (whether in writing or not is immaterial), which is not rescinded, and the plaintiff therefore cannot maintain an action upon an implied one. He cited *Pordage v. Cole*, 1 Saund. 320 a. note 4; *Peters v. Opie*, 2 Saund. 352 b, note 3; *Duke of St. Albans v. Shore*, 1 H. Bl. 270; 270; 3 Vin. Abr. pp. 5, 7; *Countess of Plymouth v. Throgmorton*, 1 Salk. 65; S. C. 3 Mod. 153; *Cutter v. Powell*, 6 T. R. 320; *Waddington v. Oliver*, 2 New Rep. 61; *Ellis v. Hamlen*, 3 Taunt. 52; *M'Milan v. Vanderlip*, 12 Johns. Rep. 165; *Raymond v. Bearnard*, *ibid.* 274; *Thorp v. White*, 13 Johns. Rep. 53; *Jennings v. Camp*, *ibid.* 94; *Ketchum v. Evertson*, *ibid.* 359; *Reab v. Moor*, 19 Johns. Rep. 337; *Faxon v. Mansfield & Tr.* 2 Mass. Rep. 147; 2 Dane's Abr. 473.

Lincoln J. delivered the opinion of the Court. This case comes before us upon exceptions filed, pursuant to the statute, to the opinion in matter of law of a judge of the Court of Common Pleas, before whom the action was tried by a jury; and we are thus called upon to revise the judgment which was there rendered. The exceptions present a precise abstract question of law for consideration, namely, whether upon an entire contract for a term of service for a stipulated sum, and a part performance, without any excuse for neglect of its completion, the party guilty of the neglect can maintain an action against the party contracted with, for an apportionment of the price, or a *quantum meruit*, for the services actually performed. Whatever may be the view properly taken of the contract between the parties in the case at bar, the point upon which it was ruled in the court below embraced but this single proposition. The direction to the jury was, “that although proved to them, that the plaintiff agreed to serve the defendant for an agreed price for a year, and had voluntarily left his service before the expiration of that time, and without the fault of the defendant, and against his consent, still the plaintiff would be entitled to recover of the defendant, in this action a sum in proportion to the time he had served, deducting therefrom such sum, (if any,) as the jury might think the defendant had suffered by having his service deserted.” If this direction was wrong, the judgment must be reserved, and the case sent to a new trial, in which the diversity of construction given to the character and terms of the contract by the counsel for the respective parties may be a subject for distinct consideration.

It cannot but seem strange to those who are in any degree familiar with the fundamental principles of law, that doubt should ever have been entertained upon a question of this nature. Courts of justice are eminently characterized by their obligation and office to enforce the performance of contracts, and to withhold aid and countenance from those who seek, through their instrumentality, impunity or excuse for the violation of them. And it is no less repugnant to the well established rules of civil jurisprudence, than to the dictates of moral sense, that a party who deliberately and understandingly enters into an engagement and

voluntarily breaks it, should be permitted to make that very engagement the foundation of a claim to compensation for services under it. The true ground of legal demand in all cases of contracts between parties is, that the party claiming has done all which on his part was to be performed *by the terms of the contract*, to entitle him to enforce the obligation of the other party. It is not sufficient that he has given to the party contracted with, a right of action against him. The ancient doctrine on this subject, which was carried to such an absurd extent as to allow an action for the stipulated reward for a specified service, under a total neglect of performance, leaving the other party to his remedy for this neglect, by an action in turn, has been long since wisely exploded, and the more reasonable rule before stated, in late decisions, is clearly established.

Upon examining the numerous authorities, which have been collected with great industry by the counsel for the plaintiff, it will be found, that a distinction has been uniformly recognized in the construction of contracts, between those in which the obligation of the parties is reciprocal and independent, and those where the duty of the one may be considered as a condition precedent to that of the other. In the latter cases, it is held, that the performance of the precedent obligation can alone entitle the party bound to do it, to his action. Indeed the argument of the counsel in the present case has proceeded entirely upon this distinction, and upon the *petitio principii* in its application. It is assumed by him, that the service of the plaintiff for a year was not a condition precedent to his right to a proportion of the stipulated compensation for that entire term of service, but that upon a just interpretation of the contract, it is so far divisible, as that consistently with the terms of it, the plaintiff having labored for any portion of the time, may receive compensation *pro tanto*. That this was the intention of the parties is said to be manifest from the fact found in the case, that the defendant from time to time did in fact make payments expressly toward this service. We have only to observe upon this point in the case, that however the parties may have intended between themselves, we are to look to the construction given to the contract by the court below. The jury were not instructed to inquire into the meaning of the parties in making the contract. They were instructed, that if the contract was entire, in reference alike to the service and the compensation, still by law it was so divisible in the remedy, that the party might recover an equitable consideration for his labor although the engagement to perform it had not been fulfilled. The contract itself was not discharged; it was considered as still subsisting, because the loss sustained by the defendant in the breach of it was to be estimated in the assessment of damages to the plaintiff. A proposition apparently more objectionable in terms can hardly be stated, and if supported at all it must rest upon the most explicit authority. The plaintiff sues in *indebetatus assumpsit* as though there was no special contract and yet admits the existence of the contract to affect the amount he shall recover. The defendant objects to the recovery of the plaintiff the express contract which has been broken, and is himself charged with damages for the breach of an implied one which he never entered into. The rule that *expressum facit cessare tacitum*, is as applicable to this, as to every other case. If the contract is entire and executory, it is to be declared upon. Where it is executed and a mere duty to pay the stipulated compensation remains, a general count for the money is sufficient. Numerous instances are indeed to be found in the books, of actions being maintained where the specific contract has not been executed by the party suing for compensation, but in every case it will be seen that the precise terms of the contract have been first held, either to have been expressly or impliedly waived, or non-execution excused upon some known and settled principle of law. Such was the case in *Burn v. Miller*, 4 *Taunt.* 744; *Thorp v. White & al.* 13 *Johns. Rep.* 53; and in most of the cases cited by the plaintiff's counsel in which the decision was had upon considering the obligation of the party to execute the contract, and not upon the construction of the contract itself. Nothing can be more unreasonable than that a man, who deliberately and wantonly violates an engagement, should be permitted to seek in a court of justice

an indemnity from the consequences of his voluntary act, and we are satisfied that the law will not allow it.

That such a contract as is supposed in the exceptions before us expresses a condition to be performed by the plaintiff precedent to his right of action against the defendant, we cannot doubt. The plaintiff was to labor one year for an agreed price. The money was to be paid in compensation for the service, and not as a consideration for an engagement to serve. Otherwise, as no precise time was fixed for payment, it might as well be recovered before the commencement of the labor or during its progress as at any subsequent period. While the contract was executory and in the course of execution and the plaintiff was in the employ of the defendant, it would never have been thought an action could be maintained for the precise sum of compensation agreed upon for the year. The agreement of the defendant was as entire on his part to pay, as that of the plaintiff to serve. The latter was to serve *one year*, the former to pay *one hundred and twenty dollars*. Upon the construction contended for by the plaintiff's counsel, that the defendant was to pay for any portion of the time in which the plaintiff should labor, in the same proportion to the whole sum which the time of labor done should bear to the time agreed for, there is no rule by which the defendant's liability can be determined. The plaintiff might as well claim his wages by the month as by the year, by the week as by the month, and by the day or hour as by either. The responsibility of the defendant would thus be affected in a manner totally inconsistent with the terms of his agreement to pay for a year's service in one certain and entire amount. Besides, a construction to this effect is utterly repugnant to the general understanding of the nature of such engagements. The usages of the country and common opinion upon subjects of this description are especially to be regarded, and we are bound judicially to take notice of that of which no one is in fact ignorant. It may be safe to affirm, that in no case has a contract in the terms of the one under consideration, been construed by practical men to give a right to demand the agreed compensation, before the performance of the labor, and that the employer and employed alike universally so understand it. The rule of law is in entire accordance with this sentiment, and it would be a flagrant violation of the first principles of justice to hold it otherwise.

The performance of a year's service was in this case a condition precedent to the obligation of payment. The plaintiff must perform the condition, before he is entitled to recover any thing under the contract, and he has no right to renounce his agreement and recover upon a *quantum meruit*. The cases of *M'Millan v. Vanderlip*, 12 *Johns. Rep.* 165, *Jennings v. Camp*, 13 *Johns. Rep.* 94, and *Reab v. Moor*, 19 *Johns. Rep.* 337, are analogous in their circumstances to the case at bar and are directly and strongly in point. The decisions in the English cases express the same doctrine; *Waddington v. Oliver*, 2 *New Rep.* 61; *Ellis v. Hamlen*, 3 *Taunt.* 52; and the principle is fully supported by all the elementary writers.

But it has been urged, that whatever may be the principle of the common law, and the decisions in the courts in New York on this subject, a different rule of construction has been adopted in this commonwealth, and we are bound to believe that such has sometimes been the fact, from the opinion of the learned and respectable judge who tried this cause, and from instances of similar decisions cited at the bar, but not reported. The occasion of so great a departure from ancient and well established principles cannot well be understood. It has received no sanction at any time from the judgment of this Court within the periods of our reports. As early as the second volume of *Massachusetts Reports*, in the case of *Faxon v. Mansfield*, the common law doctrine in relation to dependent covenants was recognized and applied, and in several subsequent cases it has been repeated and uniformly adhered to. The law indeed is most reasonable in itself. It denies only to a party an advantage from his own wrong. It requires him to act justly by a faithful performance of his own engagements, before he exacts the fulfilment of dependent obligations on the part of others. It will not admit of the monstrous absurdity, that a man may voluntarily and without cause violate his agreement, and make

the very breach of that agreement the foundation of an action which he could not maintain under it. Any apprehension that this rule may be abused to the purposes of oppression, by holding out an inducement to the employer, by unkind treatment near the close of a term of service, to drive the laborer from his engagement, to the sacrifice of his wages, is wholly groundless. It is only in cases where the desertion is voluntary and without cause on the part of the laborer, or fault or consent on the part of the employer, that the principle applies. Wherever there is a reasonable excuse the law allows a recovery. To say that this is not sufficient protection, that an excuse may in fact exist in countless secret and indescribable circumstances, which from their very nature are not susceptible of proof, or which, if proved, the law does not recognise as adequate, is to require no less than that the law should *presume* what can never legally be established, or should admit that as *competent*, which by positive rules is held to be wholly *immaterial*. We think well established principles are not thus to be shaken, and that in this commonwealth more especially, where the important business of husbandry leads to multiplied engagements of precisely this description, it should least of all be questioned, that the laborer is worthy of his hire, only upon the performance of his contract, and as the reward of fidelity.

The judgment of the Court of Common Pleas is reversed, and a new trial granted at the bar of this Court.

AGRICULTURAL.

From the Horticultural Register.

On the Disease of Young Apple Trees.

Having, for some years past, discovered that there was an evil attending our young apple trees, I have made some observations on the subject, which I shall communicate, in hopes they may be the means of leading to the discovery of some more effectual remedy.

The difficulty is what is commonly called lice, and is generally considered, by a superficial observer, nothing more than a kind of natural cutaneous eruption of the bark; but they are in fact, living lice. They appear, in form, like half a kernel of rye, but not more than one-tenth part so large, with the flat side sticking to the smooth bark of the tree. They resemble blisters, and are near the color of the bark of the tree. These blisters contain nits or eggs, which, in a common season, begin to hatch about the 1st and finish about the 15th of June. These nits produce a white animacule resembling a louse, so small that they are hardly perceptible by the naked eye, which immediately after they are hatched, open a passage at the end of the blister, and crawl out on the bark of the tree; and there remain, with but little motion, about ten days, when they stick themselves fast to the bark, and die. From this little carcase arises a small speck of blue mould, which is most plain to be seen between the 15th and 25th of June, and continues about twenty days, and then gradually wears off until the old carcase appears, which by this time is formed into a new blister, and contains the spawns or nits before mentioned. These blisters prevent the circulation of sap in the tree in the same manner that filthiness and diseases of skin retard the circulation of blood in the human system, and prove as fatal to the tree as the canker worm.

In order to remedy the difficulty, I have made some experiments within a few years, but principally to no good effect, not knowing then the particular season when these animacule could be most easily destroyed. This I have found to be any time between the 1st of June and the 10th of July. The application that I have found most effectual is washing the tree with ley. Lime, also, mixed with ley, to the consistency of white wash, may be useful. And although the small branches cannot be cleansed in this manner without much difficulty, still if the body of the tree and the branches near the body are kept clean, until there comes a rough bark, I think the lice will not kill the tree. Some people have recommended the application of trainoil to the tree, which indeed is a powerful antidote against lice; but being of a glutinous nature, is very detrimental to the tree. Grafting has been proposed, which I since found to have no effect at all on the lice, except when

the stock can be conveniently cut down below the surface of the earth; this process will exterminate them without fail.

These lice are natural in the uncultivated forest, on what is called moose-wood and other bushes. Much care should be taken respecting lice, on their first appearing in an orchard or nursery, as the cutting down and destroying a few young trees is of no importance, compared with the difficulty of having an orchard overrun by them.

N. HARWOOD.

Littleton, June 20th, 1837.

CURE FOR THE SCAB IN SHEEP. Mr. Wheeler writes us, that his flock was so afflicted with scab, that he lost one hundred, and his fleeces were diminished 11 cents per pound in consequence of the diseased state of the animals. He cured them of disease, and restored his flock to fine condition, in which they still remain, by the following means. He boiled 8 lbs. tobacco in 8 pailful of water, down to 5 pailful. To this he added five pailfuls of weak ley from wood ashes, and one barrel of soap, and added soft water. Filling in part a half hogshead with the liquid, he dipped into it 350 sheep, liquid being added as required. The sheep were, as fast as they were dipped, placed in another tub, and the liquid pressed out of the fleeces with the hands. The wash cleanses the skin from all scurf, kills the lice and ticks, promotes perspiration, and greatly facilitates the growth of the fleece and the health of the animal. There is no doubt of the utility of my application that destroys lice and ticks, and fit the skin, by thoroughly cleansing it, to perform its all-important functions.—*N. Y. Cultivator.*

CURE FOR SLABBERING IN HORSES. THOMAS Paine, of Paine's Hollow, recommends, that when horses slabber, on being pastured in clover, they be turned into dry, or old pasture, or fed with hay or oats.—*Ib.*

From the Lynn Record.
SLANDER.

“Slander, that worst of passions, ever finds
An easy entrance to ignoble minds!”

There is in almost every village, a certain few whose chief pleasure, as well as business, seems to be, to interest themselves about the characters, and affairs of other people; to listen to, seek after, and circulate, reports unfavorable to others. It matters not with them whether friend or foe, is the subject of a slanderous report; and it is equally as little consequence, how groundless the tale may be, it is implicitly believed by them, and, (without inquiring into the truth of it,) is instantly circulated as fact, with exaggerations of a tenfold ratio! Some persons seem to have a kind of innate propensity to scandalize and detract, the character and reputation of all with whom they come in contact—every action is received by such, through a medium colored by their envy, malice, or ignorance;—and their representations of it are accordingly distorted and aggravated. Even the most trivial circumstance is tortured to a most unfavorable construction by their malicious ingenuity!—Reputations before unsullied, are blasted by their slanderous imputations!—Characters too pure to be attacked openly, are secretly undermined by calumnies and detractions!—And if there is aught to be deprecated—if there is one trait in the character of man more to be despised than another, it is the unhallowed, peace-destroying influence, which the slanderer exerts on the characters and happiness of those around him. The slanderer's character, who shall paint—who—can do it justice?—the pen—the tongue—the imagination, fail in the delineation. Its dark features can be traced only on the bleeding heart, crushed by its iron tread! every high and holy sentiment, every pure, and sacred aspiration of the human heart, lie scorched and withered beneath its blighting touch! No station is too high, no character too pure, to escape its influence. It would thrust its audacious hand over the very battlements of God, and plant deep its envenomed shafts, in the purest spirit that worships nearest the Eternal Throne. Yea, it would pluck the diadem from the radiant brow of Omnipotence—sending the wide wail of wretchedness and wo, through the blest empyrean, and sprinkling the sapphire courts of heaven, with the tears of Angels!

Is this an ideal picture?—does fancy paint in too glowing colors? Go, and ask him who has

felt her scorpion stings, deep planted in his choicest comforts, and he will tell you that its dark lineaments are correctly drawn!! it is
‘Religion's most abhor'd!—perdition's most forlorn! God's most abandoned, and h—s most damned.’

BEAUTY.

The following is an extract from Dr. Howe's address before the Boston Phrenological Society.

“Most heartily do I agree with the sage, who said, with a sigh, “well philosophers may argue, and plain men may fret; but beauty will find its way to the human heart.”—And it should be so, for so hath the Creator wisely and kindly ordained it; he hath vouchsafed to man the faculty of perceiving beauty; he hath made the perception a source of delight to him and he hath filled the earth, the sea, and the skies, with bright and beautiful objects, which he may contemplate and not admire. Else, why is the earth, and every thing upon it so varied of form, so full of beauty of outline?

Why are not the hills, the rocks, the trees, all square? Why runneth not the river canal-like to the ocean? Why is not the grass black? Why cometh the green bud, the white blossom, the golden fruit the yellow leaf? Why is not the firmament of a leaden changeless hue? Why hang not the clouds like sponges in the sky? Why the bright tints of morning; the splendor of noon, the gorgeous hues of sunset? Why, in a word, does the great firmament, like an ever turning kaleidoscope, at every revolving hour present to man a new and beautiful picture in the skies? I care not that I shall be answered that these and all other beauties, whether of sight or sound, are the result of arrangements for other ends; I care not, for it is enough for me, that a benevolent God hath so constituted us as to enable us to derive pleasure and benefit from them, and by so doing, he hath made it incumbent upon us to draw from so abundant a source.”

Summary.

Eli Wing, of Mt. Vernon, lost his arm on Monday last by having it caught in a shingle machine with which he was at work.

Hon. Isaac Hill has been nominated as a candidate for re-election for Governor of N. Hampshire.

DISGRACEFUL. There has been a regular “scientific” Pugilistic combat, (says the Boston Mercantile Journal,) near Cincinnati, Ohio, between two foreigners, an Englishman and an Irishman, for a thousand dollars a side. From one to two thousand persons were present to witness this refined exhibition—and no interruption was given by sheriffs or constables, who in certain parts of this country, are sometimes so impudent as to put an effectual stop to such proceedings at their onset.—The company present must have been much edified and delighted by this battle between two “game ones,” if we may judge from the following extract of an account given of the affair in the Cincinnati Whig:—

“When the fight was ended, both the combatants were pounded almost to a jelly, and were so entirely exhausted as scarcely to be able to stand. The fight was closely contested, and the result extremely doubtful until the very last *knock down*. The Irishman was much the most hurt to all appearance—his face was mangled in a most shocking manner—one of his eyes was completely *banged* up; most of his front teeth were knocked out, and his lips and cheeks dreadfully cut. The Englishman's face was not much bruised, but most of the severe blows from his antagonist were received in the body, and it is supposed he is greatly injured internally. At length the fight was ended, by a blow which the Irishman gave the Englishman on the back of the neck, which knocked him over or across the rope, his head touching the ground on one side, and his feet on the other; he appeared to be entirely lifeless for some time, and could not stand afterwards. The successful blow was given, it is said just at the moment when both parties were *apparently* reeling to fall—and it was a sort of back handed stroke, said to have been unfair, and contrary to the rules of sportsmen.”

FACTS RELATING TO PAUPERISM. The N. Y. Mercantile says that it is a singular fact that a large proportion of the inmates of the alms house in that city are persons rendered *paupers* by deficiency in intellect, incapacitating them from earning a living. At the present moment there are three thousand persons in the alms house, *one fourth of whom are Irish*—and of these nine tenths are either idiots, or approaching to idiocy—and from the imbeciles in the alms house, a regular chain can be traced link by link, of aberration of intellect, to the wildest occupant of a cell in the Lunatic Asylum. Out of eight ships, which have arrived lately with Irish emigrants, not five guineas could be raised among one hundred emigrants, and emphatically have they been the children of hope and the victims of deception.

Demand for Laborers and Wives.—The N. Y. Journal of Commerce publishes the following letter, lately received by a foreigner residing in that city from his brother in Indiana.

Logansport, June 11.

Dear Brother—I want you to come on here as soon as you can for times is good here. Laboring men has from 24 to \$26 per month and found and can not get men enough and, dear brother I want you to come to Philadelphia and take your passage on the canal to Pittsburg from there by steamboat to Madison. From there you will have to walk 130 miles to Logansport. You will go through Indianapolis and a beautiful country.

Flour here is \$8.24 per barrel, potatoes 50 cts. a bushel, good beef 6 cents per pound, and dear brother get yourself a wife before you come, and bring me one, for girls is scarce here, and proud too.

Death of a Missionary.—Dr. Benedict Shatterlee, one of the Missionaries sent under the direction of the American Board of Missions, to the Pawnee Indians in the Missouri Territory, is supposed to have been murdered, about 75 miles from Cantonment Leavenworth, by two Indians who had accompanied him thence to another tribe, for the purpose of negotiating a treaty of peace. He accomplished his object, and the two Indians returned without him, stated that he remained behind because he did not wish to travel so fast as they did. Papers and other articles were afterwards found, which left no doubt that he had been murdered. The tribe continue to be friendly, and this was the act of these individuals from personal motives. Mrs. S. died before she reached the missionary ground.—*Boston Pat.*

One of the Boston incendiaries attempted to set the State House in that city on fire a few days since. The fire was discovered and extinguished before much damage was done.

Ladies' Hearts.—The female heart, so far as my experience goes, is just like a new India rubber shoe, you may pull and pull at it till it reaches out a yard long, and then let go, and it will fly right back to its old shape. Their hearts are made of stout leather, I tell you: there's a plaguy sight of wear in 'em.—*Samuel Slick.*

STATE OF MATRIMONIAL HAPPINESS IN SOUTH BRITAIN.—Wives eloped from their husbands, 1862,—husbands eloped from their wives, 2361; married pairs in a state of separation, 4120; married pairs in open war under the same roof, 191,020; married pairs in a state of inward hatred, concealed from the world, 162,302; married pairs in a state of coolness and indifference, 510,182; married pairs reported happy by the world, 1,102; married pairs absolutely happy 9.

No habit fastens itself upon us more firmly than that of extravagance. The luxury in which we indulge this year, becomes next year a necessary; we increase our style of living readily, and often thoughtlessly—but it is reduced always with difficulty and regret. A man should never go into a larger house than he is quite certain he can continue to occupy; never get an article of expensive furniture that he is not quite sure he can afford always to keep; never venture upon a mode of living—that he is not quite sure he can always maintain—because it is easy to refrain but hard to go back. Of all the ways of living, “living within the means,” is the only one that is either clearly rational, strictly honest, or tolerably comfortable.—*Trenton Emp.*

DEATH OF NATHANIEL MACON. The venerable Nathaniel Macon of North Carolina, died on the 29th ult. at his residence near Warrenton, in the eighty third year of his age. Mr. Macon was a member of one or the other branches of Congress without intermission, almost from the formation of the present Government down to the year 1829—when he voluntarily retired from public life.

The bills of the City Bank of Portland are now redeemed at the Suffolk Bank Boston.

MARRIED,

In New Orleans, on the 12th ult. by Rev. J. Clapp, Gen. Rufus M'Lellan of Matagorda, Texas, to Miss Catherine J. Dupuy, of New York.

In Augusta, Mr. Horace A. Andrews to Miss Sarah Porter.

In Buffalo, N. Y. Mr. Charles Severance, formerly of Augusta, to Miss Maria A. Farnham, of Cazenovia, N. Y.

In Litchfield, Mr. Elisha Thurlow to Miss Elizabeth Jourdan.

In Sidney, Mr. Henry Bond of Nobleboro', to Miss Eliza Ann Baker.

In Monmouth, Mr. Daniel Allen to Miss Ann E. Littlefield. Mr. William F. Dearborn to Mrs. Elvira Walker.

DIED,

In this town, Mr. Asa Greenleaf.

In Augusta, Mrs. Betsey Whiting aged 78. Col. Edward Williams, aged 40. A son of Davis Guild, aged 11.

In Gardiner, Richard H. Libby, aged 74. Wm. Frazier, formerly of Boston, aged 31.

In Industry, Mrs. Martha Jane Grower, aged 21.

In Livermore, on the 20th ult. Mrs. Tabitha Benjamin, widow of the late Lieut. Samuel Benjamin, an officer of the revolution. Mrs. B. and her husband were among the early settlers of the town, to the prosperity and wealth of which they largely contributed, and gained a good esteem and confidence of the people among whom they lived. Mrs. B. was remarkable for her uncommon discreetness in all her intercourse with society, for her charitable disposition, and for her kind and benevolent feelings.

AGRICULTURAL SOCIETY.

Notice is hereby given, that the semi-Annual meeting of the Kennebec County Agricultural Society will be held at Masonic Hall in Winthrop, on Wednesday the 30th day of August next, at one o'clock in the afternoon, for the transaction of such business as may be deemed necessary.

By this arrangement there will be a boat from Portland to Boston every Monday, Tuesday, Wednesday, and Friday.

From Portland to Bangor every Saturday.

From Bangor to Portland every Tuesday.

From Hallowell to Portland every Tuesday and Friday.

From Portland to Hallowell every Wednesday and Saturday.

The above boats are in first rate order, have skilful masters, experienced pilots and engineers.

F A R E.

From Hallowell to Bath	1 00
" " to Hunnewell's Point	1 50
" " to Portland	2 00
" " to Boston	4 00
Bath to Portland	1 50
" " to Boston	3 50

AND FORTH.

The proprietors of the Boats will not be responsible for any Bank Bills, Notes, Drafts, Parcels, Packages, Trunks, or other articles of value unless the value is disclosed, a proportionate price paid, and a written receipt taken therefor, signed by the Captain, Clerk, or Agent. No freight received within an hour of the time the boats advertise to leave the wharf.

All freight must be intelligibly marked or it will not be received—and is free from wharfage in all the boats. For further particulars inquire of the Agents.

A G E N T S.

LEONARD BILLINGS, Portland.

I. W. GOODRICH, Boston.

J. W. GARNSEY, Bangor.

A. H. HOWARD, Hallowell.

W. CRAWFORD, Gardiner.

JOHN BARKER, Augusta.

SAMUEL ANDERSON, Bath.

July 14, 1837.

HORSE POWER AND THRESHING MACHINE.

The subscriber would inform the Farmers and Mechanics of Maine, that they can be supplied with his Horse Power and Threshing Machines at his shop, in Hallowell, or at Perry & Noyes' in Gardiner. The above Machines will be built of the best materials, and in the most workmanlike manner; warranted to thresh as much grain as any other machine, and second to none now in use. The public are invited to call and examine them at the above places. Those in want of machines will do well to apply soon, in order to enable the manufacturers to supply them. All orders promptly attended to, addressed to the subscriber, or Perry & Noyes, Gardiner.

WEBBER FURBISH.

Hallowell, July 4, 1837.

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WOOL.

CASH paid for FLEECE WOOL, by

A. F. PALMER & Co.

No. 3, Kennebec Row.

Hallowell, June 22, 1837.

f20c16.

RUTA BAGA SEED.

A small quantity of genuine Ruta Baga Seed, for sale at this office.

June 3.

5

WOOL----WOOL.

CASH and a fair price paid for FLEECE WOOL and SHEEP SKINS, by the subscriber, at the old stand, foot of Winthrop Street, Hallowell.

WM. L. TODD.

July 11, 1837.

23tf.

NEW ARRANGEMENT.

EASTERN STEAM BOAT LINE.

ARRANGEMENT FOR 1837.

THE Steamer PORTLAND, J. B. COYLE, Master, will run every night (Sundays excepted) between Portland and Boston, leaving Andrews' wharf, Portland, every Monday, Wednesday and Friday, and Eastern Steamboat Wharf, Boston, (foot of Hanover street) every Tuesday, Thursday and Saturday, at 7 o'clock P. M.

The Steamer BANGOR, S. H. HOWES, Master, will leave Bangor every TUESDAY, at 5 o'clock A. M. for Portland; and will leave Portland the same evening at 7 o'clock P. M. for Boston; will leave Boston for Portland, every FRIDAY at 5 o'clock P. M.; and Portland for Bangor, every SATURDAY at 6 o'clock A. M. touching at Hampden, Frankfort, Bucksport, Belfast and Owls Head.

On and after Friday, July 7, 1837, the Steamer MACDONOUGH, ANDREW BROWN, Master, will make two trips a week between Hallowell and Portland, leaving Steam Boat Wharf, Hallowell, Tuesdays and Fridays at 9 o'clock A. M. and arrive in Portland, about 2 hours before the boats leave for Boston. Returning the Steamer Portland will leave Boston every Tuesday evening at 7 o'clock and the Steamer Bangor every Friday evening at 5 o'clock and put passengers on board the Macdonough for Hallowell on Wednesday and Saturday mornings, to leave Portland at 8 o'clock.

By this arrangement there will be a boat from Portland to Boston every Monday, Tuesday, Wednesday, and Friday.

From Portland to Bangor every Saturday.

From Bangor to Portland every Tuesday.

From Hallowell to Portland every Tuesday and Friday.

From Portland to Hallowell every Wednesday and Saturday.

The above boats are in first rate order, have skilful masters, experienced pilots and engineers.

F A R E.

From Hallowell to Bath	1 00
" " to Hunnewell's Point	1 50
" " to Portland	2 00
" " to Boston	4 00
Bath to Portland	1 50
" " to Boston	3 50

SELF ADJUSTING BALLANCE IRONS.

The subscriber has discovered a principle for the self-adjusting of the mill stone, whereby, without labor or attention, the runner accommodates itself to the bedstone. This invention is on the principle of the mariner's compass, and is so exceedingly simple and plain as to commend itself to every one at first view. He has already disposed of rights to about every grain and flower mill he has visited, and is prepared to dispose of the rights to individuals, Counties or States.—The prices for individual right is but twelve and a half dollars.

MARK L. CHASE.

Monroe, July 18, 1837.

23

NEW BOOKS.

" *Meditations for the Sick*, by Jonathan Cole—
" *The Young Man's Friend*, by A. B. Muzzey—
" *The Path of Peace*, by John S. C. Abbot—
" *A Good Life*, by John Brazer—
" *Memoir of Wm. Carey D. D.*—
" *The True Believer's Defence*, &c. &c. &c. For sale by

GLAZIER, MASTERS & SMITH.

July 5, 1237.

JUST received and for sale by Glazier, Masters & Smith, a new supply of the " *Ancient Lyre*," a collection of old, new and original church music.

July 6, 1837.

NEW WORK.

HITCHCOCK'S *Dela Beres Geology* for sale by Glazier, Masters & Smith.

July 7, 1837.

BENJAMIN'S ARCHITECT

A new supply, for sale by Glazier, Masters & Smith.

July 6, 1837.

GRAVE STONES—MONUMENTS, &c.

The subscriber would inform the public that he carries on the Stone Cutting business at the old stand foot of Winthrop street, Hallowell, where he has an elegant lot of White Marble from the New York Dover Quarry, some of it being almost equal to the Italian white marble. Also, Slate stone from the Quincy quarry, Mass. He has on hand two monuments being completed of the New York marble for die, plinth and spear—base and marble granite stone. Also completed, one book monument; a large lot of first rate stock on hand so that work can be furnished to order—and as to workmanship and compensation for work those who have bought or may be under the necessity of buying, may judge for themselves. Chimney pieces, fire pieces, hearth stones, &c. furnished at short notice.

JOEL CLARK, Jr.

Hallowell, March 21, 1837.

HALLOWELL & BOSTON PACKETS, KENNEBEC LINE.

The following vessels will compose the above Line the present year. They will sail from Long wharf, Boston, every Saturday, and from Hallowell every Wednesday.



Sch. RHINE, Isaac Smith, Jr. Master.
Sch. CLARISSA, B. L. Hinckley, do.
Sch. BANNER, E. Coombs, do.

The above vessels are of the first class, commanded by experienced men, and no exertion shall be wanting to maintain the reputation which has hitherto characterized this Line.

Applications for freight or passage may be made to the masters on board, opposite No 34 Long wharf, north side, or to EDWIN LAMSON, Agent for the Line, 29 Long wharf, and in Hallowell to A. F. PALMER & Co. No. 3 Kennebec Row.

DR. S. C. HEWETT of Boston, bone setter—his Strengthening Plaster or Salve, for sale by

GLAZIER, MASTERS & SMITH.

Hallowell, June 30, 1837.

16

AUGUSTINE LORD, TAILOR,

WOULD respectfully inform his friends and the public that he continues to carry on the TAILORING BUSINESS

in all its various branches, at his shop, No. 6, Mechanics Row, Water Street.

Having received the latest and most approved fashions, and employed the best and most experienced workmen, he feels confident that he shall be able to give entire satisfaction to all who may favor him with their patronage.

Particular attention will be given to CUTTING, and all garments warranted to fit.

Hallowell, June 16, 1837.

14

MISCELLANEOUS.

From the Sunday Morning News.

REV. MR. MILTON, late of Newburyport.—We promised, in our notice of this eccentric divine, published a few weeks since, to give our readers some additional anecdotes, illustrative of those peculiarities of character which that notice developed to some extent; and this promise we hasten to perform:

From some cause or other, Mr. Milton had conceived a very strong prejudice against that unfortunate race of beings who have, of late, proved the source of so much angry discussion in our country—the colored population of the land. He could not abide the sight or hearing of negroes. It seemed an innate, instinctive aversion. When the abolition question came to be discussed in Massachusetts, the arrival of a colored preacher at Newburyport was deemed quite an event by the immediatists—for there was a band of them there—and as Mr. Milton's church was the largest in the town, the use of his pulpit was solicited, as the rostrum upon which this 'gentleman of color' should display his eloquence. Mr. Milton addressed the applicant something as follows—"Go to my church and tell the committee what you want. The house is theirs, to do as they like with; if they give consent, my opinion is of no consequence. But just mention, while you are about it, if you please, that if that nigger preaches in my pulpit, I never go into it again." The discourse was elsewhere delivered.

Mr. Milton was no great lover of innovations. He was an old school divine, as well as an old school man. He loved moral reforms, and aided them by advice and counsel, as well as by the best and purest example.—But he did not like the forcing system, so characteristic of our own times, and so illustrative of the phrenetic tone of our national character in such matters. Thus he came slowly into the great temperance discussion; and was never a friend to those protracted seasons of church going, intended to produce artificial revivals, and forced conversions.—As to the slavery question, he avoided it and shunned it, as if there were contamination in any kind of contact with it. Speaking of all these subjects as characterizing 'the times we live in,' Mr. Milton once remarked, 'When I came into the pulpit, and for years after, religion used to be the principal topic preached upon; now, it is all rum and niggers!'

Very certain it is, there was no room in Mr. Milton's heart, kind as it was ever to those of his own color, for the reception of those, who, as Couver says,

"Were guilty of a skin not colored like his own."

A minister of the congregational order one day presented to him "the Rev. Mr. ——," who was described by the introducer, as "brother ——, of the African church, in ——." Looking suddenly round at the introducer, the eccentric preacher somewhat severely replied, "I had always thought that all my mother's children were *white*, sir!"—You could not make the old man love a black; and it was a prejudice 'fire could not melt out of him.'

There was, many years ago, a disposition on the part of some portion of Mr. Milton's congregation—a fancy that is periodical in almost all old fashioned parishes of the congregationalist order—to hold talks, prayer meetings, exhortations, and relations of experiences—anybody who chooses, being, for the time, the spokesman, for the edification of the rest. A demonstration of this kind once developed itself in the church, on a Sunday morning, immediately after a discourse of the old pastor. Some one of the parishioners, feeling suddenly moved to speak on the matter in hand, got up, and commenced an *extempore* harangue to the rest of the congregation. Whereupon Mr. Milton, looking over the pulpit through his spectacles, and ascertaining the locality and name of the aspiring orator, peremptorily bade him to be seated. The delinquent did so; and that was the end of lay preaching in the old two steepled church in Temple street.

Sometimes his eccentricity in the pulpit seemed almost to trench on the sacred duties of his calling. Yet, when investigated, and his real meaning understood, the seeming impiety would be found to assume the aspect of a misapprehension, on the part of the hearer, of the thoughts and intents of the preacher. One striking case in point occurs to

our recollection: Two notes, requesting an interest of two families in the prayers of the congregation, were offered on the same Sunday morning, and were read as usual, before the prayer was commenced, by Mr. Milton. One was an offer of thanks to the Throne of Grace, for the rescue from a watery grave of one who had passed the meridian of life without being of the least service to society, but rather being ever a burthen upon it, in consequence of his vices and bad example. The other was a prayer that the family offering it might derive improvement and blessing from the death of a fine, promising youth, whose life had been full of hope, and whose future career had been looked forward to with pride and confidence, by a wide circle of devoted friends. This death had occurred in consequence of the same casualty as that which gave occasion for the other note. Mr. Milton, in noticing these two incidents in prayer, dwelt at great length, and with particularity, upon the darkness and inscrutability of that Providence, which could take so valuable a life out of the world, and leave behind a substitute so miserable. The oddity in the precise language in which the preacher couched his remonstrance with the Deity; and is related to us by an auditor of the prayer, as having sounded very much more like a chiding, than a blessing, of the hand that gives and takes away. Yet this was only manner—and though it exposed him to frequent misapprehensions, "in all this sinned he not with his mouth," any more than with his heart.

His death was not happy. A generation had succeeded that which settled the odd old dissenter of lady Huntingdon's foundation, in the church over which he had, for so many years, been holding a kind a paternal sway—and they could not take up their fathers' devotedness to him and his peculiarities.—Dissensions and schisms arose out of this disagreement; and the old man who had been failing for many years, dropped broken hearted into his grave, upon hearing that he had been a day or two before, voted out of his own pulpit. He was not even buried from the house where he had preached so long, but was borne to his long rest over a strange threshold! Peace to the good old man!

"After life's fitful fever he sleeps well;
Malice domestic,—nothing
Can touch him further."

LIST OF LETTERS

Remaining in the Post Office, Hallowell, Me. July 1, 1837. Persons wishing for letters from this list will please ask for ADVERTISED letters.

A. Alden 2	Moulton & Johnson
John Atkins	John Johnson, Jr.
Thomas Abbot	John Jones
Capt. or Mrs. Ann Allen	Abigail Johnson
Isaac Brett	Horace B. Judkins
Daniel Barter	Charles Kimball
Thomas Brown	Susan Kinney
Jonathan Brown	Calvin W. Kennedy 2
Amos Bancroft	Emarylla Kendall
Brown and Burnham	F. C. Krantz
Rev. Dr. Bangs	Asa Littlefield
Wm. L. Brown	Augustine Lord
Edward Baker	Henry Lancey
E. K. Baker	Sarah Lebaron
Sarah Butterfield	John Lakeman
Charles Booker	Silas Leonard 2
True C. Bachelder	Benjamin Lawrence
Catherine Blake	Daniel Lancaster
Rev. Rufus C. Bailey	Daniel Loring
" Peter Burgess	Hannah M. Laughton
" Charles Baker	Lunt, Caldwell & Co.
Capt. Francis Bachelder	Constantine Lewis
Nathan Bachelder	John Lines
John Blanchard	R. B. Lewis
Capt. Samuel Blanchard	Capt. Daniel Lane
Rev. Charles Baker	Jona. Lawton
Elizabeth C. Cushman care of Jacob Cushman	Elijah Matthews
John Chamberlain	John Morgan
Benjamin Currier	Levi Morgan
Jabez Churchill et al 2	Alfred Morse
Capt. Thos. M. Clark	Rev. P. P. Morrill
Rev. Albert Church	J. K. Morse 2
Ambrose Carlton	Wm. Morse
John P. Child	Benja. Marshall
A. G. Coombs	Thomas Moulton
John Couch	Isaiah Clinch
George Couch	Jacob Mudget
Royal Clark	Nancy Marshall 2
Owen Clark	Wm. Morse & Co.
Isaac Clark	Desiah Mace
Wm. Cogswell	John H. Meader
	Henry McKay

John M. Nash
Josiah Norris
Thos. J. Norris 2
George Noble
Benja. Newcomb 3
Wm. Norcross
John B. Nickerson
A. L. Norcross & Ira Putnam

Oliver D. Norcross
Levi H. Nichols
Francis Norris
Rev. Wm. H. Norris
George W. Osborne
Greenleaf Page
Andrew M. Quimby
Patience Porter 2
Ira Putnam

Hannah Partridge
Timothy Page
Abram Pray
Samuel Page
John Putnam
Noah Pinkham
Stephen T. Porter
James Rielly
Capt. Abram Rich
Col. Amos Robinson
Isaac Russell 2
Relief R. Roberts
Rodney Russell
Samuel Scammon

Robert Sawyer
Margaret Souther
Wm. F. Sager 2
Phineas Sweetser 2
Isaac Sawyer
Enoch P. Sawyer
Susan Sargent 2
John Smith 3

Mary Sawyer
Louisa F. Stevens
Capt. Stephen Springer
Maria Sylvester
Francis A. Smiley
Edward Sanborn
Daniel Sampson
Elizabeth A. Stickney

C. F. Savage
Diana Sawyer
Robert Sager
Abner True
Mary Trask
Bradford Thompson 2
Rev. Samuel Trask
Isaiah Wilber

Mrs. Wm. Weeks
Daniel H. Weeks
Emeline White
Rev. Ezra Withey
Chas. S. Weever
Sylvester J. Whipple

Sam'l B. Weston
Sarah J. Wood
Francis Woods
John Whitehouse
Cyrus K. Wood
Jas. F. White
Chas. K. White
Henry Wingate
Margaret Wingate

Hannah Woods
Rev. John Young

A. NOURSE, P. M.

KENNEBEC, ss.—At a special Court of Probate held at Augusta within and for the County of Kennebec, on the sixth day of July, A. D. 1837.

SAMUEL WELLS Esq. one of the Executors of the last will and testament of EDWARD EMERSON, late of Hallowell, in said county, deceased, having presented his first account of administration of the Estate of said deceased for allowance:

Ordered, That the said Executor give notice to all persons interested, by causing a copy of this order to be published three weeks successively in the Maine Farmer, printed at Hallowell, that they may appear at a Probate Court to be held at Augusta, in said county, on the last Monday of July next at ten of the clock in the forenoon, and show cause, if any they have, why the same should not be allowed.

H. W. FULLER, Judge.

A true copy. Attest: GEO. ROBINSON, Reg.

PHRENOLOGY.

AN examination of Phrenology in two lectures with seven plates by Thomas Sewall, M. D. just received and for sale by GLAZIER, MASTERS & SMITH.

June 23, 1837.

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